

**TICKET PURCHASE RULES applicable to the eBilet® ticket  
distribution system,  
effective from 17 January 2023.**

**and**

**Regulations for the sale and use of Vouchers effective from 17  
January 2023.**

**PURCHASE RULES applicable to the eBilet® ticket distribution system,  
effective from 17 January 2023**

**1. GENERAL**

These Purchase Rules apply to the sale of tickets and products in the eBilet system, provided that the regulations of organizers (hereinafter "Organizers' Regulations") of particular art events (including theatrical plays, concerts and other events) or direct vendors (hereinafter "Organizers") may impose upon purchasers certain additional obligations which are not specified in these Purchase Rules. Each Client, at the latest at the moment of expressing his will to be bound with eBilet by an online service agreement and with the Organizer by an agreement to participate in the event - in both cases concluded remotely, has the possibility of reviewing and accepting these Purchase Rules and the Organizer's Regulations and is informed of his rights and obligations.

When executing transactions at eBilet.pl, Client may execute a ticket purchase agreement and an additional product purchase agreement.

The sale of tickets and products in the eBilet system is conducted through:

eBilet Polska sp. z o. o.

Registered office address: ul. Żelazna 51/53, 00-841 Warszawa.

Phone Service: +48 (22) 122 80 99, e-mail address: kontakt@ebilet.pl.

NIP: 951 237 67 01.

The Company is registered in the Register of Entrepreneurs of the National Court Register, under number KRS 0000496514.

Reservations and inquiries concerning orders: [contact form](#). In order to improve service, please fill out the form, because using it ensures the completeness of the information needed to handle the application, and the information from the e-mail may be incomplete, which will prevent or significantly hinder service.

Details of the Organizer of the event are indicated in the description of the event on [www.ebilet.pl](http://www.ebilet.pl). Unless otherwise indicated in the information on [www.ebilet.pl](http://www.ebilet.pl), the Organizer is an entrepreneur and the organization of the event is within the scope of its business activity.

Unless other details of the Organizer are indicated in the correspondence with the Client, the above eBilet details are also the contact details of the Organizer, and eBilet is authorized to perform actions on behalf of the Organizer related to the conclusion and execution of the event participation agreement concluded between the Client and the Organizer.

## **2. PROCEDURE FOR EXECUTING AGREEMENTS AND MAKING PURCHASES**

Tickets are sold in the eBilet distribution system via the website of [ebilet.pl](http://ebilet.pl), and stationary outlets of our partners. It is also possible to purchase tickets through our affiliates.

Tickets purchased at a ticket sales point are deemed sold upon payment therefor at the stationary outlet operator's cash desk.

When ordering tickets and making payments therefor, the Client is obliged to exercise due diligence. If the Client enters incorrect data, i.e. the amount to be transferred, the reservation number or the payment code or the payer's data which makes it impossible to identify the Client, the payment may be refused and the transaction may be cancelled.

During the transaction of purchasing tickets by the Client, eBilet acts as an intermediary between the Organizer of the event and the Client. eBilet is responsible for providing the entrance ticket to the event. The organizer is obliged to allow the ticket holder to participate in the event.

These regulations also apply to purchase of products available at [eBilet.pl](http://eBilet.pl). A product available at [eBilet.pl](http://eBilet.pl) should be understood as each movable being the subject of a sale agreement between eBilet and the Client ("Product"). A ticket is not a Product. Subject to the exclusions set out in these regulations, the provisions of these regulations concerning the sale of tickets shall apply to the purchase of Products, in particular the procedure for execution of agreements, methods and dates of payment and delivery methods.

### **2.1. Purchase of tickets through the eBilet.pl online distribution system**

After you choose an event from the eBilet offer and the category and type of tickets, and after you mark the seats on the seating plan of the theater in which the event takes place (in the case of events for which numbered seats are available) or after you select the quantity of unnumbered spaces / packages (in the case of events for which unnumbered spaces are available), you should fill out the personal data form and select the method of payment and the ticket delivery option.

If the Client chooses to pay by a conventional bank transfer, by clicking "confirm and pay", the Client expresses his will to be bound by an online service agreement and books the ticket for the event he selected. By clicking the "Confirm and Pay" button you place an order with the

obligation to pay and confirm your purchase at [www.ebilet.pl](http://www.ebilet.pl). Subsequently, an initial ticket booking confirmation is sent to the email address provided by the Client in the reservation process. After the transfer is made in line with the instruction which is included in the initial booking confirmation and after the funds are credited to eBilet's account, the Client receives an email thanking him for payment and confirming that the payment has been recorded in the eBilet system, and, if a ticket to be printed at home has been chosen – an electronic ticket in the form of a link or attachment to an email. If delivery by courier or mail is chosen, tickets will be sent to the address specified while placing the order.

If the Client chooses to pay by online transfer through PayU S.A., eCard S.A. or PayPro S.A., by clicking “confirm and pay”, the Client expresses his will be bound by an online service agreement and books the ticket for the event he selected. By clicking the "Confirm and Pay" button you place an order with the obligation to pay and confirm your purchase at [www.ebilet.pl](http://www.ebilet.pl). Subsequently, the Client is redirected to the website of PayU S.A., eCard S.A. or PayPro S.A. After eBilet receives from PayU S.A., Card S.A. or PayPro S.A. information that payment has been made by the Client, the Client receives a ticket booking confirmation sent to the email address provided by the Client in the reservation process, and, if a ticket to be printed at home has been chosen – an electronic ticket in the form of a link or attachment to an email. If delivery by courier or post office is chosen, tickets will be sent to the address specified while placing the order..

A reservation is binding upon eBilet and the Organizer of an art event only upon sending the confirmation of payment registration in the eBilet system to the Client's email address provided during the reservation process.

If payment for the ticket is made by a bank transfer, the confirmation of payment registration in the eBilet system is sent to the Client after payment and verification of the letter code or the reservation number received at the end of the ticket booking process and referred to by the Client at payment.

If payment for the ticket is made by online transfer or payment card through PayU S.A., eCard S.A. or PayPro S.A., the confirmation of payment registration in the eBilet system is sent to the Client after eBilet receives from or PayU S.A., eCard S.A. or PayPro S.A. confirmation of payment made by the Client.

In case you have any doubts as to the correctness of the booking process, please contact the Client Service Department via: contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by phone at +48 (22) 122 80 99.

It is not allowed to use bots or other automation tools enabling purchases of tickets without Client involvement. We reserve the right to cancel the tickets purchased using banned tools.

## **2.2. Group orders**

Group orders (reservations of tickets for groups of more than 10 people) are executed by the Client Service Department. In order to place a group order, please contact us via contact form

available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by telephone at +48 (22) 122 80 99.

### **3. TICKETS AND VOUCHERS**

#### **3.1. General**

A ticket constitutes a document authorizing its holder to participate in the event for which it was issued. The purchase of a ticket means the acceptance of the regulations concerning the participation in the event. A single ticket authorizes one person to use it. Depending on the type of event the ticket may constitute either a personal or bearer ticket. A personal ticket may only be used by the person whose name and surname is indicated on the ticket. Admissibility and procedure for changing the data on a registered ticket, including the necessity to pay a fee for the change of the data and its amount, is specified by the Organizer in the Organizer's Regulations.

The ticket is verified upon entry to the event; it is not possible to use the ticket again. Tickets cannot be photocopied, scanned or otherwise duplicated; if any such action is detected, the ticket becomes invalid.

The Client should keep tickets in a safe place. eBilet is not responsible for any lost or stolen tickets. Please note that any direct exposure to sun-rays or heat may damage tickets.

Duplicates of tickets are only issued if the Organizer of the event provides for such a possibility. Issuance of duplicates may involve the necessity to pay an administrative fee of PLN 20 (increased by the postage costs).

The Client has the right to verify the compliance of the ticket with the order placed by him. If the ticket is inconsistent with the order, the Client is obliged to immediately notify eBilet thereof since any mistakes on the tickets may cause a refusal of admittance to and participation in the event.

If the Ticket is defaced, it may become impossible to verify the code and – consequently – admittance to the event may be refused.

The ticket authorizes its holder to participate in an event at the place indicated on the ticket. In justified cases, in particular due to technical or production-related reasons, eBilet and the Organizer are entitled to replace the initially ordered seats with others both before and during the event.

eBilet reserves the right to introduce quantitative restrictions applicable to the purchase of tickets for certain events by one individual. Such quantity is specified by the Organizer and is verified upon execution of each transaction. The policy is intended to eliminate unfair practices in respect of purchasing tickets. The restriction pertaining to the maximum number of tickets may apply to a person or a payment card. The foregoing restriction cannot be bypassed through additional accounts created by one Client. We reserve the right to cancel Tickets purchased above such limit. Tickets may be sold subject to certain restrictions on entry or use, such as restricted, obscured or side view or minimum age of participants. All such reservations will be displayed on our website and you will be otherwise notified thereof before or upon booking the tickets.

Purchasing tickets for art, entertainment or sports events in order to resell them for a profit or their sale for a profit is contrary to law and constitutes an offence under art. 133 of the Act of May 20, 1971 the Code of Petty Offences. Further, the Organizers may prohibit the resale or transfer of Tickets for particular events.

Tickets may not be combined with any hotel, tourist or accommodation services and/or any goods, products or services to create a package, unless eBilet or the Organizer grants a formal written consent.

Decisions to cancel any events, refund money in connection with any cancelled events, replace a ticket, refuse to admit anyone to an event, ask anyone to leave the event, change the event program, or change the seat of the ticket holder are taken by the Organizer on the terms and conditions set out in the regulations concerning the event.

### **3.2. Prices and price categories**

Depending on the event, tickets available in the eBilet distribution system represent different price categories. In case of certain events, reduced-rate tickets and special packages, e.g. 3+1 (i.e. buy four tickets, pay for three), are also available. Such tickets are made available for a given event upon decision of the event Organizer. The Organizer decides about ticket prices. eBilet only acts as an intermediary in their sale. The Organizer decides about pricing of particular seats within specific price categories.

The seating plan displayed in the eBilet system is for information purposes only. Detailed information about the conditions of the event venue, including the view from particular seats, is provided by the Organizer and in the event of any doubts the Client should ask the Organizer for information in this respect. eBilet does not have any information regarding the foregoing and therefore it is not responsible for any inconveniences for the Client arising from the specific features of the seat chosen by the Client.

If the Client wishes to submit a complaint in connection with any inconveniences (e.g. poor visibility as a result of the placement of TV cameras), eBilet may in case of certain events intermediate in the complaint process (if the Client approaches eBilet staff members present at the event venue). However, eBilet is only an intermediary, and the entity obligated to review the complaint is the Organizer of a given event.

During the sale of tickets within the eBilet distribution system, the pool of tickets may be increased (new tickets available for sale may be added) or reduced. Accordingly, Clients are recommended to review eBilet's current offer.

Ticket prices may change during the sale process. Therefore, if any reservation of Tickets made through the eBilet distribution system is cancelled, e.g. due to the fact that the Client has made the payment due for the Tickets after the deadline or the payment for the Ticket has not been confirmed on time by the electronic payment system, eBilet will not be liable towards the Client for the lack of possibility of purchasing Tickets at the initial price chosen by the Client (in particular, if the price of the Tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet's pool).

eBilet takes efforts to ensure that the prices of tickets available for our Clients are not different than the prices at which tickets are available at the Organizer's. However, due to the fact that eBilet bears the costs of operation of the electronic ticket booking system, the prices of tickets

in the eBilet distribution system and its ticket sales points may be higher than the prices at the Organizers'. Such surcharges are intended to cover the distribution system operating costs. The non-consent to any surcharge on top of the Organizer's initial ticket price, expressed after payment for the reservation is made, does not give grounds for any complaint or cancellation of the reservation.

In the case of non-cash payment for the ticket, the total purchase price may also include a transaction fee. The Client will be informed about the amount of the transaction fee prior to the purchase of a ticket for an event.

The ticket prices for particular events may be increased by additional charges (in particular, a service charge expressed as a percentage of the total ticket purchase price or fees imposed by the Organizer of the event). The Client will be informed about the amount of the additional charges and the total purchase price prior to the purchase of a ticket for an event.

### **3.3. Collector tickets**

For certain events eBilet offers special "collector tickets". Collector tickets have a unique full-color artwork and are issued in limited numbers. They are only available at [www.ebilet.pl](http://www.ebilet.pl). If any collector tickets are ordered, they may be delivered by post or courier. The fee for collector tickets, depending on the event, may be added to the ticket price or be collected upon purchase of the ticket, provided that the Client will be informed about the amount of the additional fee in the order form prior to making the reservation.

### **3.4. Tickets for people with disabilities**

eBilet's offer also includes tickets for people with disabilities. Seats for people with disabilities are allocated by the Organizer. Such tickets may be purchased by contacting us using the contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by phone at +48 (22) 122 80 99.

### **3.5. Discount codes**

Within the eBilet ticket distribution system certain discount codes with specific face values are available. Discount codes reduce the gross price of each ticket or the gross price of the entire order by the discounts they indicate. Depending on a particular case or event to which discount codes apply, the maximum number of tickets to which discount codes may be applied is specified. Discount codes may apply throughout the sale period or only on indicated days. They may apply to a group of events or a single event. Codes constitute a combination of letters or letters and figures. The Organizer of an event always decides about introducing discount codes and the conditions thereof. Discount codes may be published through all communication means, including the media, social media, newsletters, at [www.ebilet.pl](http://www.ebilet.pl) or through the Organizer (and may be generally available or addressed to a selected group of people).

### **3.6. eBilet vouchers**

The eBilet system also offers eBilet Vouchers which may subsequently be exchanged into tickets for selected events from among our proposals at our website. Detailed rules for the use of the Voucher are specified in the Regulations for the sale and use of Vouchers.

## **4. DELIVERY AND COLLECTION OF TICKETS**

### **4.1. General**

The following delivery and collection options are available in respect of tickets sold within the eBilet distribution system: home ticket, delivery by domestic courier service, delivery by domestic postal service, delivery by international courier service and delivery by international postal service and personal collection at the event venue. Not all of the above-mentioned collection and delivery methods may be available in respect of a particular event. The Client is informed about the available collection and delivery options and the amount of the fee for delivery upon reservation of tickets at the latest.

### **4.2. Home ticket**

In case of reservation with the option: “home ticket”, after payment is made for the reservation, the Client collects in an electronic format which may be printed out by the Client. A single home ticket authorizes one person to be admitted to an event. eBilet does not bear liability for any consequences of unauthorized duplication of a home ticket once received by the person making the reservation or any third parties to whom the person making reservation made available the data of the home ticket received (including the printout or electronic copy). eBilet shall not be liable for any consequences of the Client indicating incorrect e-mail address to which home tickets are to be sent when making a reservation.

### **4.3. Delivery by postal or courier service**

Tickets are sent in the order of events (tickets for events that will occur soonest have priority). The maximum ticket delivery time is 30 days when purchasing tickets for the events that are taking place in Poland and 60 days when purchasing tickets for the events that are taking place outside Poland (if the Client indicates a correct address). If the Client indicates an incomplete or incorrect mailing address, the delivery may take longer or may not be completed due to the Client’s fault. Please make sure that you indicate correct and complete data and insert it in the relevant places on the form. In the event of any doubts as to the correctness of the data, please contact us by telephone or via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/>. eBilet does not bear any liability for the address for delivery of tickets incorrectly indicated by the Client. Information about the costs of delivery is provided during reservation of tickets.

In respect of special tickets, in particular collector tickets or custom tickets, the time of preparation of a special ticket will be indicated in the event description. If a special ticket is purchased, the delivery time should be increased by the time of production of a special ticket.

## **5. PAYMENT METHOD AND DEADLINE**

## **5.1. General**

Depending on the sales channel and the Organizer's decision, the following payment methods are available: online transfer, conventional transfer, payment card, BLIK, electronic wallets, payment by cash and payment in installments. If you buy tickets in other ticket sales points, payments are made in accordance with the rules of such points.

## **5.2. Payment card**

In case of payment by a payment card, after the approval of the reservation made through the eBilet transaction system (by clicking: "confirm and pay"), the Client will be redirected to PayU S.A., eCard S.A. or PayPro S.A. Prior to inserting the payment card number, please make sure that you have been successfully redirected, you are visiting the website of the online service of PayU S.A., eCard S.A. or PayPro S.A. and that the connection is encrypted (the website address should begin with "https://"). Responsibility for execution and safety of payment card transactions on PayU S.A. websites is assumed by PayU S.A., with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the register of payment service providers under number IP1/2012, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000274399, with the paid-up share capital of PLN 4,944,000, NIP (tax identification number): 779-23-08-495, REGON (business identification number): 300523444, in accordance with its regulations.

Responsibility for execution and safety of payment card transactions on PayPro S.A. websites is assumed by PayPro S.A., with its registered office in Poznań, 60-327 Poznań, at ul. Kanclerska 15, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the Register of payment service providers under number IP24/2014, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000347935, with the paid-up share capital of PLN 5.476.300, NIP (tax identification number): 7792369887, REGON (business identification number): 301345068, in accordance with its regulations.

eCard S.A. is responsible for execution and safety of payment card transactions on eCard S.A. websites according to its regulations. When making payments using a payment card, one should choose the card type (the acceptable payment card types: Visa, Visa Electron, MasterCard, Maestro, MasterCard Electronic), insert the 16 digit card number, the card validity date and CVV2/CVC2, which is at the back of the card. If the reservation of tickets is cancelled within the eBilet distribution system as a result of payment for tickets being made after the deadline required by PayU S.A., eCard S.A. or PayPro S.A. (15 minutes), eBilet will not be liable towards the Client for the lack of possibility of purchasing tickets at the initial price chosen by the Client (in particular, if the price of the tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet's pool).

## **5.3. Online transfer**

After the approval of the reservation made through the eBilet transaction system, and after choosing the payment by online transfer (by clicking: “confirm and pay”), and selecting the bank keeping the account from which the Client wishes to make payment, the Client will be redirected to the selected bank’s website. Prior to logging in please make sure that you have been successfully redirected, you are visiting the website of the selected bank and that the connection is encrypted (the website address should begin with "https://"). Responsibility for execution and safety of online transfer transactions on PayU S.A. websites is assumed by PayU S.A., with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the register of payment service providers under number IP1/2012, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000274399, with the paid-up share capital of PLN 4,944,000, NIP (tax identification number): 779-23-08-495, REGON (business identification number): 300523444, in accordance with its regulations.

Responsibility for execution and safety of online transfer transactions on PayPro S.A.. websites is assumed by PAYPro S.A., with its registered office in Poznań, 60-327 Poznań, at ul. Kanclerska 15, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the Register of payment service providers under number IP24/2014, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000347935, with the paid-up share capital of PLN 5.476.300, NIP (tax identification number): 7792369887, REGON (business identification number): 301345068, in accordance with its regulations.

eCard S.A. is responsible for execution and safety of online transfer transactions on eCard S.A. websites according to its regulations. If the reservation of tickets is cancelled within the eBilet distribution system as a result of payment for tickets being made after the deadline required by PayU S.A., eCard S.A. or PayPro S.A. (15 minutes), eBilet will not be liable towards the Client for the lack of possibility of purchasing tickets at the initial price chosen by the Client (in particular, if tickets for the event are sold out, the price of the tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet’s pool).

#### **5.4. Ordinary bank transfer**

If you choose payment by an ordinary bank transfer, payment should be made as soon as possible. Payment should be made in accordance with the instructions on the booking confirmation. The amount of the transfer should be consistent with the amount to be paid stated in the booking confirmation, in particular, it should not be rounded or divided into several transfers. The title of the transfer should be the same as the title given in the booking confirmation. We are waiting 72 hours from the time of making the reservation for the transfer to be recorded at eBilet’s account. After such time the reservation is cancelled, and tickets return to the generally available pool of tickets for sale.

In the event of cancellation of the order, it is not possible to restore it, but it is only possible to place a new order. In such a case, eBilet cannot guarantee that the selected tickets will still be

available. In the event that the paid money was received after the deadline specified above, the Customer will only be entitled to a refund of the funds paid.

## **5.5 Payment in installments**

PayU Installments - 0% and Standard Loan Agreement is concluded between the borrower and the lender, i.e. Alior Bank or mBank or Kreditech or AS INBANK S.A. Polish Branch, with which PayU S.A. cooperates and intermediates in execution of the above-mentioned agreements. For details of PayU Installments, please enter: <https://www.payu.pl/metody-platnosci/payu-raty-dla-Ciebie>.

## **6. CONTACT WITH THE EBILET CLIENT SERVICE DEPARTMENT**

Customer Service is open on working days from 8:00 a.m. to 8:00 p.m. and from 8:00 a.m. to 4:00 p.m. on Saturdays, Sundays and public holidays. Contact via hotline is possible on working days from 8:00 a.m. to 8:00 p.m. and from 8:00 a.m. to 4:00 p.m. on Saturdays, Sundays and public holidays. Customer Service hours are subject to change in special cases. In case of change of working hours up-to-date information will be posted on <https://www.ebilet.pl/kontakt/>.

Costs of using means of long-distance communication to conclude an agreement within the eBilet sales system do not exceed costs usually applied for using such means of communication.

## **7. INVOICE**

If you have previously stated on the reservation card that you wish to receive a VAT invoice, such invoice will be delivered on the terms and dates arising from the VAT Act. If eBilet receives full payment for the ticket, a VAT invoice will be issued to the Client no later than on the 15th (fifteenth) day of the month following the month in which payment is received by eBilet. The VAT invoice is sent in the pdf file format to the email address indicated by the Client during the reservation process.

## **8. ENTRY AND PARTICIPATION**

The Organizer and the owner or manager of the facility in which an event takes place are authorized to refuse admittance to clients who breach any regulations and conditions of the event or conditions imposed by them. The Organizer, owner or manager of the facility in which the event takes place may occasionally carry out security searches in order to ensure safety to the Clients.

If anyone is late, the Organizer, owner or manager of the facility in which the event takes place will take efforts to admit the individuals being late during a break, provided that admission cannot always be guaranteed.

Any unauthorized use of photographic or recording equipment is prohibited. Laser pens, mobile phones, dogs (except for guide dogs of people with disabilities) and foods and beverages brought by clients may also be prohibited (please check the facility and Organizer's Regulations).

Prolonged exposure to noise may damage your hearing.

Prior to purchasing Tickets the Client is obliged to become familiar with this Purchase Policy and the detailed information concerning the relevant event. Special effects including sound, audio visual, lighting and pyrotechnic effects which may be featured at certain events may constitute medical contraindications to participate in the event by some people.

All Clients are obliged to acquaint themselves with the SARS-CoV-2 epidemic guidelines provided by the Event Organizers, as well as comply fully with the given guidelines.

## **9. RETURNING TICKETS / RESERVATIONS**

### **9.1. Right to withdraw from the agreement**

With respect to purchase of tickets the Client entering into an agreement within the eBilet ticket distribution system outside the business office or online, in accordance with art. 38 point 12 of the Act dated 30 May 2014 on Consumer Rights (Journal of Laws of 2014 item 827) does not have the right to withdraw from such agreement without stating the reason therefor, as referred to in art. 27 of the Act dated 30 May 2014 on Consumer Rights.

With respect to purchase of Products the Client has the right to withdraw from the agreement. Within 14 days of the receipt of the Product, the Client, being a consumer within the meaning of Article 22[1] of the Civil Code, may withdraw from the agreement without giving a reason, through serving a notice thereof to eBilet to the company's address or via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/>. The standard form for withdrawal from the agreement constitutes schedule no. 1 to the regulations.

The Client is obliged to immediately, no later than within 14 days of the date of withdrawal from the agreement, return the Product to eBilet. The Client should return the Product to the following address of eBilet: eBilet Polska sp. z o.o., registered office address: ul. Żelazna 51/53, 00-841 Warszawa . The Client shall be responsible for the decrease in the Product value as a result of its use in a manner going beyond what is necessary to ascertain the nature, features and operation of the Product. The Client shall bear the direct costs of returning the Product.

In the event of withdrawal from the agreement eBilet undertakes to return payments made by the Client, including the costs of delivery of the thing constituting an equivalent of the cheapest delivery costs. Refunds will be made immediately, no later than 14 days from the date of receipt of the statement of withdrawal. eBilet may withhold reimbursement until it receives the Product or until it provides proof of return, whichever event occurs first. Any refund will be made using the same payment method as used by the Client, unless the Client consents to any other form of refund.

### **9.2. Returns**

If and to the extent that the Organizer's Regulations of a given event provide for returning tickets, eBilet's participation in the return procedure will be governed by the following rules.

If a ticket is returned, eBilet will be obliged to refund to the Client the ticket price if and to the extent of the amounts received for such purpose by eBilet from the Organizer.

If eBilet receives from the Organizer reliable information that the event has been cancelled or its date or time has been rescheduled, eBilet will take necessary actions to forward such information to the Clients as soon as possible.

### **9.2.1. Returns in the event of cancellation of an event**

In the case of payment by transfer, funds will be refunded to the bank account number from which payment for the Ticket was made, unless the Client indicates another account number by sending an email to eBilet from the email account assigned to the order. If payment has been made by a payment card funds will be returned to the card used to make the payment for the ticket. Refunds for purchased tickets will be issued within 14 days of the event cancellation.

In the case of purchase in a sales point, Tickets should be returned at the sales point in which they were purchased with the proof of purchase.

### **9.2.2. Return in the event of any change of the date or place of an event**

If an event is rescheduled, the Organizer will propose to the Clients, through eBilet, seats for the selected event at a different date (if available) with the value equal to the value of the initially purchased tickets. In order to return the ticket, you should send a message via contact form available at eBilet.pl and indicate your intention to return the ticket and the reservation number. Refunds for purchased tickets will be made within 14 days of receipt by eBilet of information that you wish to return your ticket.

In the case of payment by transfer, funds will be refunded to the bank account number from which payment for the ticket was made, unless the Client indicates another account number by sending an email to eBilet from the email account assigned to the order. If payment has been made by a payment card, information about payment by a payment card should be included in the message. Funds will be returned to the card used to make the payment for the ticket.

In the case of purchase in a sales point, tickets should be returned at the sales point in which they were purchased with the proof of purchase.

### **9.2.3. Other returns**

It is not possible to return or exchange tickets in any circumstances other than those referred to in point 9.2.1. and 9.2.2. above.

## **10. COMPLAINTS**

Complaints related to the tickets or Products purchased via the eBilet ticket distribution system may be submitted electronically via [contact form](#) or in writing by registered mail to the following address: eBilet Polska sp. z o.o.: ul. Żelazna 51/53, 00-841 Warszawa .

eBilet shall respond to a complaint immediately, no later than within 14 days of receipt thereof. eBilet is not the Organizer of events to which it sells tickets; therefore, the provisions of point 9 of these Rules shall apply to returned tickets and reservations.

If eBilet does not recognize any complaint submitted by the Client, the Client may use extrajudicial complaint and claim settlement methods. In particular, the Client may ask

consumer organizations and municipal or county consumer advocates. Detailed information concerning the Client's possibility of using extrajudicial complaint and claim settlement methods and the principles of access to such procedures are available at the website of the Competition and Consumer Protection Office: [www.uokik.gov.pl](http://www.uokik.gov.pl).

The Client can also use the EU ODR platform, available at the following website: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

## **11. LIABILITY**

eBilet is responsible for tickets purchased exclusively through the eBilet.pl portal and in partner stationary outlets. Tickets purchased from other Clients, purchased in unofficial points of sale or through third parties who do not have the rights to sell and distribute tickets, may prove to be invalid.

Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk.

The organizer is responsible for the event organized by him, including its holding and course as well as for allowing the Client to participate in the event.

## **12. APPLICABLE LAW**

Ticket purchase transactions and all actions referred to in these Rules shall be governed by the provisions of law of the Republic of Poland. In respect of any Client being a consumer within the meaning of the Regulation of the European Parliament and the of the Council (WE) No. 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I), and having a habitual residence in the European Union states, the choice of law of the Republic of Poland does not deprive the Client of protection granted under the regulations of such state in which the consumer has a habitual residence.

## **13. PERSONAL DATA**

Personal data provided by Clients in designated areas shall be processed by eBilet pursuant to the applicable provisions of law and the privacy policy set forth in Schedule 2 hereto.

Customers' personal data may be disclosed to other Users only in the cases set forth herein for purposes related to the Transactions and in other cases with the prior consent of the data subject.

It is forbidden to use the information referred to in this section for commercial purposes consisting in promoting in any form the Client's activities conducted outside eBilet.

The eBilet reserves the right to filter and block messages sent by Users using the tools made available on eBilet, in particular, if they are spam, include content that violates these Terms & Conditions, or otherwise pose a risk to the safety of Customers.

In the event that, as a result of the automatic analysis of messages referred to above, the eBilet is unable to respond to the Customer, his/her message will be immediately forwarded to the Organizer for response.

The Rules are in force from 17 January 2023.

### **Schedule no. 1 – Standard form for withdrawal from agreement**

(Please fill out the form only if you wish to withdraw from the agreement)

eBilet Polska sp. z o.o.

ul. Żelazna 51/53, 00-841 Warszawa

kontakt@ebilet.pl

– I/we (\*) would hereby like to advise (\*) you of my/our withdrawal from the sale agreement concerning order no. .... Order date: ....., Parcel collection date: .....

– Name and surname:.....

– Address: .....

– Bank account number for a refund:.....

– Date:.....

– Signature.....

(\*) Please strike out whichever does not apply.

### **Schedule no. 2- Privacy policy**

#### **Privacy Policy**

#### **Data processing principles**

eBilet Polska sp. z o.o. attaches great importance to respecting and honoring the rights of Internet users, with particular emphasis on the right to privacy. The privacy policy presented below explains the rules we use to collect and process personal data.

During collecting and processing personal data, eBilet Polska sp. z o.o. adheres to all of the following data processing principles and meets at least one of the conditions for processing personal data.

#### **1.1 Personal data processing principles:**

1. "lawfulness, reliability and transparency".
2. "purpose limitation",
3. "data minimization",
4. "correctness",
5. "storage limitation",
6. "integrity and confidentiality".

## **1.2 Conditions for lawful processing of personal data:**

the data subject has consented to the processing of his personal data for one or more specified purposes,

processing is necessary for the performance of a contract to which the data subject is a party, or to take action at the request of the data subject prior to entering into a contract,

processing is necessary for compliance with a legal obligation incumbent on the controller,

processing is necessary to protect the vital interests of the data subject or another natural person,

processing is necessary for the performance of a task carried out in the public interest or in the exercise of public authority vested in the controller,

processing is necessary for the purposes of legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

When you browse our website, according to the configuration of your browser, one or more cookies may be stored on your computer (terminal device).

Cookies may be placed by eBilet Polska sp. z o.o as well as by third parties with whom eBilet Polska sp. z o.o cooperates. Please read the following information about cookies and how they are used.

### **What data do we collect about you?**

Data collected during registration

In order for you to use some of the functionalities offered by the site you will have to register. During registration you will be asked for the login and password you will use on our site. You will also be asked to agree to the processing of your personal data by eBilet Polska sp. z o.o.

Data collected automatically

During your visit to our website, we automatically collect data about your visit, in particular your IP address, domain name, browser type, operating system type. For more information, see the section on so-called cookies.

### **Who is the controller and how to contact the Data Protection Officer**

The administrator of your personal data is eBilet Polska sp. z o.o. with its registered office in Warsaw, Żelazna 51/53 Street, 00-841 Warsaw.

You may contact the Data Protection Supervisor by email at [iod@ebilet.pl](mailto:iod@ebilet.pl) or by postal mail by writing to

**Data Protection Officer**

**eBilet Polska sp. z o.o.**

**Żelazna St. 51/53**

**00-841 Warsaw**

**For what purpose and on what basis the data will be processed**

Your personal data obtained in connection with the use of eBilet Polska sp. z o.o. websites will be processed for the following purposes:

handling of the created account

investigation of possible claims (including vindication) and damages

conducting marketing activities, including customer acquisition and retention

selling products and services

related to the conducted business activity, including for the purpose of analysis and statistics

responding to letters and requests and responding to pending proceedings

carrying out activities related to ensuring security

archiving

fulfilling the legal obligation of eBilet Polska sp. z o.o.

**The legal basis for processing your data will be:**

the consent given

Necessity to perform the contract or to take action at your request prior to concluding the contract

Necessity for fulfilling a legal obligation incumbent on the controller

indispensability for the purposes arising from the legitimate interests pursued by the administrator, such as responding to your letters and requests

**Who will be the recipient of your data and where it will be transferred**

Your personal data will be transferred to a third country (e.g. USA) in connection with your activities on FB, in connection with the creation of profiles using Google Analytics, and in connection with the sending of informational mailings on posting using MailChimp.

**Your data may be transferred to the following entities:**

processors in connection with activities commissioned by eBilet Polska sp. z o.o. and carried out on behalf of eBilet Polska sp. z o.o.

courier companies, which will deliver shipments to you

law firms, which were commissioned by eBilet Polska sp. z o.o. e.g. to conduct proceedings

entities cooperating with eBilet Polska sp. z o.o.: Facebook, Google, HotJar, Youtube, Google Analytics, Microsoft, Synerise, which may place their own cookies (you can find information about external cookies on the websites of cooperating entities).

entities or authorities authorized under the law.

**For what period the data will be processed**

The period for which your personal data will be processed depends on the purpose for which the data are processed. The period for which your personal data will be stored is calculated based on the following criteria:

legal regulations, which may oblige eBilet Polska sp. z o.o. to process your data for a certain period of time,

operation of the created account

the period that is necessary to defend the interests of eBilet Polska sp. z o.o. (data controller),

the period for which consent has been granted

**What rights you have**

**You have the right to:**

request access to personal data concerning you

to rectify your data,

request the completion of incomplete personal data, including by providing an additional statement,

to delete your data or restrict processing

object to further processing of your personal data

to transfer your personal data

You have the right to withdraw your consent at any time. The withdrawal of consent does not affect the lawfulness of the processing of your data carried out on the basis of the consent given before its withdrawal.

When processing your data, which is collected through cookies, eBilet Polska sp. z o.o. in most cases is not able to identify your person. Thus, if you would like to exercise your rights, you will be asked to provide additional information to identify you.

If you have doubts about the correctness of the processing of your personal data by eBilet Polska sp. z o.o., you have the right to lodge a complaint to the supervisory authority.

### **What will be the consequences of not providing data**

Provision of data is voluntary or may be a prerequisite for the conclusion of a contract (e.g. creation of an account on the website), without providing it, the contract cannot be concluded.

### **How we profile**

eBilet Polska sp. z o.o. uses systems for automated decision-making. The following decisions are made in an automated manner:

profiling is performed on the basis of the data we have, in particular such as: data on services provided, information obtained through so-called cookies, including transmission data, location data.

Profiling affects marketing information and offers you will receive (tailored offers)

### **How to get information about data processing?**

All correspondence on matters related to the processing of your personal data should be addressed to the Administrator's address with the note "Personal data" or to [iod@ebilet.pl](mailto:iod@ebilet.pl).

### **Use of "cookies"**

Our website uses "cookies" to identify your browser when you use our site. "Cookies" do not contain small amounts of text readable only by the site that sends them. Thanks to the collected information, we can obtain information about how often you visit our site and which elements of it interest you most. We use the data we obtain to better adapt it to your needs, to make it easier for you to use the service and for statistical and advertising purposes. These cookies cannot be used to infect your device with viruses or other malicious software (malware).

Each individual Cookie consists of four basic parts:

Website name: the name of the domain or subdomain that set the cookie,

Cookie name: the cookie has a name that is unique to the site that set it.

Expiration date: The validity of some cookies expires when you close the browser (known as session cookies), other cookies will be automatically deleted only when they reach the expiration date that you set (known as persistent cookies).

Value: is the information in a cookie that a website uses to "remember" a previous visit.

In cookies, we store basic information about users (e.g., ID) and information needed to optimize and correctly display content on the pages. This information is used to:

Recognize users logging into protected websites, allowing them to visit multiple sites without having to enter a username and password for each site;

Recording users' preferences - content viewed and browsing format (users do not have to set preferences each time they visit a site);

Registering the pages visited by users, which allows us to collect data helpful for improvements made to the content and navigation of the site.

Users of our site can stop providing this information to our site at any time by deleting the cookies stored on their terminal devices by our site. To do this, you need to change the settings of the web browser you are currently using.

[More information- Internet Explorer](#)

[More info- Chrome](#)

[More info- Firefox](#)

You have the right to refuse to save and read "cookies" on your device (computer, laptop, phone). To do so, you must select the appropriate settings in your browser options, or refuse to give your consent in case the application included on the website asks you to do so.

Configuring your browser to block the installation of cookies for certain websites of your choice, or for all websites, may result in the loss of certain functionality that requires the installation of cookies. As required by the Telecommunications Law and the RODO, it is considered confirmation of your consent to the use of cookies if you configure your browser to allow the installation of cookies on your computer (see links above). For information on how to manage cookies, please visit (<http://www.allaboutcookies.org/manage-cookies/>) or (<http://wszystkoociasteczkach.pl/>).

We use the following cookies on our sites:

<b>Cookie</b>	<b>Expires after (validity period)</b>	<b>Cookie description</b>

<b>_snrs_puuid</b>	<b>does not expire</b>	<b>synerise statistics</b>
<b>_snrs_p</b>	<b>does not expire</b>	<b>synerise statistics</b>
<b>_snrs_sa</b>	<b>does not expire</b>	<b>synerise statistics</b>
<b>_snrs_sb</b>	<b>does not expire</b>	<b>synerise statistics</b>
<b>_snrs_uuid</b>	<b>does not expire</b>	<b>synerise statistics</b>
<b>ai_session</b>	<b>25 minutes</b>	<b>Microsoft Application Insights</b>
<b>ai_user</b>	<b>after a year</b>	<b>Microsoft Application Insights</b>
<b>eb_cookies</b>	<b>after a year</b>	<b>flag indicating acceptance of the cookie policy</b>
<b>eb_cokkies_agree</b>	<b>after a year</b>	<b>flag indicating acceptance of the cookie policy</b>
<b>eb_pref</b>	<b>after a session</b>	<b>user preferences</b>
<b>ebilet.customer</b>	<b>after a year</b>	<b>stores the data that binds the client to the browser</b>
<b>ebilet.session</b>	<b>after a year</b>	<b>stores the data that binds the client to the browser</b>
<b>eblang</b>	<b>Year and 7 days</b>	<b>records the user's language settings</b>

<b>ARRAffinity</b>	<b>after a session</b>	<b>Windows Azure statistics</b>
<b>.AspNetCore</b>	<b>after a session</b>	<b>Web application session</b>

**Our regular contributors may collect external cookies through the eBilet portal, i.e. cookies from partner sites.**

External cookie:

Facebook Facebook logging

Google G+ logging

HotJar statistics

Youtube video

Google Analytics statistics

Google Optimizer statistics

Survicate statistics

You can find information about external cookies on the websites of the listed entities.

### **How do we secure your personal information?**

The communication between your computer and our server when we collect your personal information is encrypted using SSL (Secure Socket Layer). In addition, our databases are protected from third-party access.

### **Changes to our privacy policy**

We reserve the right to change the above privacy policy by publishing a new privacy policy on our website. After the change, the Privacy Policy will appear on the website with a new date.

Warsaw, 1.10.2022

## **Regulations for the sale and use of Vouchers**

### **I. Definitions**

1. Issuer – eBilet Polska Sp. z o.o. (owner of eBilet.pl) with its registered office in Warsaw, ul. Żelazna 51/53, 00-841 Warszawa, registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIV Commercial Division, under number KRS: 0000496514, NIP: 9512376701, REGON: 147085850, phone number: +48 (22) 122 80 99, email address: kontakt@ebilet.pl.
2. Voucher – is a gift coupon issued to bearer, entitling the User to redeem it through eBilet.pl Transaction Service, with a value equal to the face value indicated on the Voucher, having a unique code which makes it possible to purchase the selected Ticket offered by eBilet.pl Transaction Service, except for Tickets for events referred to in 3) of the General Conditions of these Regulations (II).
3. Purchaser – an individual, including a consumer (who is at least 18 years of age and has full capacity to take legal actions or who is at least 13 years of age but has not reached the age of 18 to the extent that he/she may acquire rights and contract obligations in accordance with the generally applicable laws, i.e. in minor current everyday matters), a legal person or an organizational unit having capacity to take legal actions, which in exchange for the transfer to the Issuer's account of an amount of funds equal to the value of the Voucher receives an Issuer Voucher from the Issuer.
4. User – each holder of a Voucher.
5. Ticket – document confirming the entitlement to participate in events, for which it was issued, offered within the eBilet ticket distribution system, for which a fee was paid upon purchase thereof.
6. eBilet Regulations – currently applicable Ticket Purchase Regulations in the eBilet ticket distribution system, available in the eBilet.pl Transaction Service.
7. eBilet.pl Transaction Service – ebilet.pl website which makes it possible to purchase a Ticket.

### **II. General Conditions and Voucher Purchase Procedure**

1. Vouchers are sold through eBilet Transaction Service via eBilet.pl websites.
2. Vouchers are purchased at eBilet.pl website on the same terms as Tickets are purchased, i.e. in accordance with point 2.1 of eBilet® Regulation.
3. A Voucher purchased in accordance with the terms and on the conditions specified in these regulations cannot be used to purchase tickets for events for which tickets are sold for a currency other than Polish zloty.
4. A Voucher cannot be exchanged for cash, whether in full or in part.
5. The Purchaser and the User shall not have any claims against the Issuer in respect of loss, theft, damage or expiry of a Voucher in accordance with point 6 below.
6. The validity date is indicated on the Voucher.
7. In the event of any questions regarding Vouchers please use [contact form](#) or call (22) 122 80 99.

### **III. Delivery charges**

1. The Purchaser is obliged to pay the costs of delivery of a Voucher.
2. The amount of delivery costs depends on the selected delivery option.
3. The Purchaser will be informed about the delivery cost amount during the purchase process prior to the finalization of the order.

### **IV. Principles for the use of Vouchers**

1. After having purchased a Voucher the Client may use the Voucher to pay for the reservation of the selected Ticket offered within the eBilet.pl Transaction Service, except for Tickets for events referred to in point 5) of the General Conditions of these Regulations and the Voucher purchase procedure (II). Tickets may be purchased with the use of Vouchers depending on the availability of Tickets for the events concerned.
2. It is not possible to use a Voucher to pay for Tickets for which the Client paid previously without using a Voucher.
3. If the price of a Ticket purchased using a Voucher is lower than the present face value of the Voucher, the remaining funds may be used for the next purchase at eBilet.pl Transaction Service.
4. If the price of a Ticket purchased using a Voucher is higher than the actual face value of the Voucher, the User is obliged to pay the difference in the price. Additional payment will be made by means of payment available at the eBilet.pl Transaction Service.
5. A User may use its Voucher many times until the amount limit of the Voucher is used up or until the validity period thereof expires.
6. When purchasing a Ticket a User may use only one Voucher. If the Ticket price is higher than the face value of the Voucher the User is obliged to pay the difference in the price. Additional payment will be made by means of payment available at the eBilet.pl Transaction Service.
7. The Issuer is entitled to refuse to redeem a Voucher in the following circumstances:
  - a) the validity period of the Voucher has expired;
  - b) the Voucher has been damaged to the extent that makes it impossible to read the unique code appearing thereon;
  - c) it is not possible to redeem the Voucher for technical reasons, in particular in the event of the lack of connection with the Issuer's IT system.

#### **V. Reconciliations and complaints concerning Vouchers of eBilet.pl**

1. Upon delivery of a Voucher the Purchaser receives:
  - a) if the Purchaser is an individual (entrepreneur), legal person or organizational unit having legal capacity – a debit note;
  - b) if the Purchaser is a consumer – a debit note on request.
2. The User shall have the right to check the actual value of the Voucher at any time through contacting eBilet.pl Customer Service Office via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by calling tel. (22) 122 80 99.
3. Complaints may also be submitted via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by a letter to the Issuer's address.
4. Any complaints related to the purchase of any Tickets with the use of a Voucher will be reviewed by the Issuer within 14 (fourteen) days of the date of submission of a complaint.

#### **VI. Refund**

1. If any event to which the Purchaser bought Tickets using a Voucher is cancelled, the Issuer undertakes to make a refund through crediting the money to the Voucher. If the validity period of the Voucher has expired, the Issuer will extend its validity term for another 30 days from the refund.
2. The User is obliged to keep the Voucher until the time of the event for which he/she purchased Tickets using such Voucher.

#### **VII. Right to withdraw from agreement**

1. Within 14 days of the receipt of a Voucher the Purchaser, being a consumer within the meaning of Article 22[1] of the Civil Code, may withdraw from the agreement and choose not to redeem the Voucher without giving a reason by giving the Issuer notice thereof to the company's address or via contact form available in the contact section on the website

<https://www.ebilet.pl/centrum-pomocy/>.

2. The Purchaser will not have the right to withdraw from the agreement if the service covered by the Voucher has already been provided.
3. In the event of withdrawal from the agreement the Issuer undertakes to make a refund for payments made by the Purchaser, including the costs of delivery equal to the cheapest delivery costs. Refunds will be made immediately, no later than 14 days from the date of receipt of the statement of withdrawal. Issuer may withhold reimbursement until receipt of the Voucher or until proof of its return is provided, whichever event occurs first.
4. Any refunds will be made using the same payment method as used by the Purchaser, unless he/she consents to any other form of refund.

### **VIII. Final Provisions**

1. Prior to purchasing a Voucher the Purchaser/User is obliged to become familiar with these regulations and accept them.
2. Delivery of a Voucher does not constitute a sale subject to VAT within the meaning of the applicable provisions of the VAT Act.
3. Within the meaning the applicable provisions a Voucher is not an electronic payment instrument, or electronic payment card. A Voucher is an electronic form of a gift coupon.
4. The Issuer reserves the right to amend conditions set in these Regulations. The terms and conditions binding at the time of purchasing the Voucher shall apply to the User, unless the change of conditions is required by law or by a competent state authority, or unless the new conditions are more favorable for the User - in both cases the new conditions shall apply to the User.
5. The provisions of eBilet® Regulations will apply accordingly to the use of tickets purchased using a Voucher.

### **The Regulations shall take effect from 17 January 2023**

Schedule – Form of notice of withdrawal

(The form should only be filled out if you wish to withdraw from the agreement)

eBilet Polska Sp. z o.o.

ul. Żelazna 51/53

00-841 Warszawa

– Please be advised that I/we<sup>(\*)</sup> would like to withdraw from the sale agreement concerning order no. .... Order placement date: ....., Collection date: .....

– Name and surname:.....

– Address: .....

- Bank account number for the purposes of reimbursement of the price:.....

- Date:.....

- Signature.....

(\*) Strike out whichever does not apply.